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EXAMINER	
LONG, FONYA M	

ART UNIT	PAPER NUMBER
3689	

NOTIFICATION DATE	DELIVERY MODE
07/21/2009	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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Office Action Summary	Application No.	Applicant(s)	
	10/725,624	HAO ET AL.	
	Examiner	Art Unit	
	FONYA LONG	3689	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *12 May 2009*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-30* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-30* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

This communication is a Final Office Action in response to communications received on May 12, 2009. Claims 1, 10, 13, 14, 17, 19, 21, and 25 have been amended. Claims 27-30 have been added. Claims 1-30 are currently pending and have been addressed below.

Response to Amendment

1. Applicant's amendments to the claims are sufficient to overcome the 101 and 112 2nd rejections as set forth in the previous office action.

Claim Rejections - 35 USC § 103

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

3. Claims 1-6, 7, 11, 21, 22, and 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533).

As per Claims 1 and 21, Gorur et al. discloses a method of visualizing business agreement interactions ([0078] discloses a method of using a user interface to display contracts within an organization), the method comprising:

displaying, by a computer, one or more parties of a first type as nodes in a first region of a view window (Fig. 3; [0078], discloses user A as a node (which is a point in

which lines connect) being displayed in the left region of the user interface (i.e. view window), wherein user A is a provider);

displaying, by a computer, one or more parties of a second type as nodes in a second region of the view window (Fig. 3; [0078], discloses user F as a node (which is a point in which lines connect) being displayed in the right region of the user interface (i.e. view window), wherein user F is a customer);

displaying, by a computer, one or more parties as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions (Fig. 3; [0078], discloses user B as a node (which is a point in which lines connect) being displayed in the middle region of the user interface (i.e. view window) which is located between user A and user F); and

displaying, by a computer, agreements between parties as lines between corresponding nodes (Fig. 3; [0082], discloses contract objects being displayed in a user interface as intersections (via lines) between the contract provider and contract customer. A user may obtain the contract details by selecting the contract object.).

However, Gorur et al. fails to explicitly discloses the parties of the at least three different types.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of dividing, by a computer, the parties into at least three types (Col. 5, Line 57-Col. 6, Lines 33, discloses forming business agreements amongst a plurality of types of business entities such as service providers, service consumers,

and internal departments. Fig. 1; Col. 7, Lines 24-27, discloses the parties divided into four types (P1, P2, P3, P4)).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include the parties being of at least three different types as taught by Chang et al. in order to display agreements that involve more than two parties.

Examiner Note: Examiner has provided below Fig. 3, which is disclosed in Gorur et al. Examiner has annotated the figure to explain Examiner's interpretation of the figure in reference to the claimed invention.

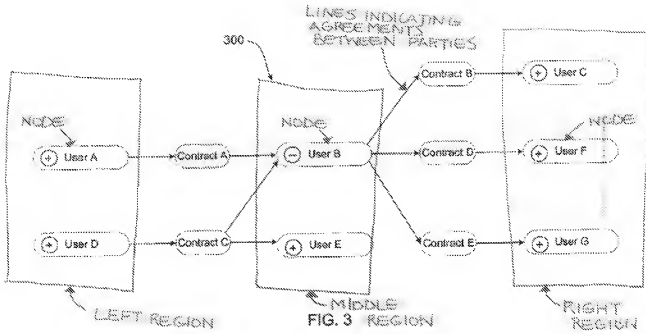

FIG. 3

As per Claim 2, Gorur et al. discloses one or more parties of the first type are suppliers for the one or more parties of the third type (Abstract, Fig. 3, [0078], discloses user A (i.e. a party of the first type) as a provider that supplies a product or a service to a customer within a certain timeframe).

As per Claim 3, Gorur et al. discloses one or more parties of the second type are customers for the one or more parties of the third type (Abstract, Fig. 3, [0078], discloses user F (i.e. a party of a second type) as a customer).

As per Claim 4, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 1, above. However, the combination fails to explicitly disclose the first region being an arc of a circle and the second region being an opposing arc of the circle. It would have been an obvious matter of design choice to have the first region be represented as an arc of the circle, since appellant has not disclosed that having the regions being represented in an arc form solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form.

As per Claim 5, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 4, above. However, the combination fails to explicitly disclose the third region being a circle diameter that separates the first and second regions. It would have been an obvious matter of design choice to have the third region be represented as a circle diameter, since appellant has not disclosed that having the third region being represented as a circle diameter solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the third region being represented in any other form.

As per Claim 6, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 1, above. However, the combination fails to explicitly disclose the third region being a line separating the first and second regions. It would have been an obvious matter of design choice to have the third region being represented as a line, since appellant has not disclosed that having the third region being represented as a line solves any stated problem or is for any particular purpose

and it appears that the invention would perform equally well with the third region being represented in any other form.

As per Claims 7 and 23, Gorur et al. discloses the claimed invention as applied to Claim 1, above. However, Gorur et al. fails to explicitly disclose the lines indicating whether a violation has occurred.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of indicating whether a violation of a corresponding one of the agreements has occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include indicating whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

As per Claim 11, Gorur et al. discloses highlighting associated items in the view window as a user selects items ([0079] discloses providing the contracts associated with the user by selecting a user icon having a "+" symbol). However, Gorur et al. fails to explicitly disclose displaying a hierarchical tree of business agreement information.

Chang et al. discloses displaying a hierarchical tree of business agreement information (Col. 3, Lines 45-50, discloses displaying a hierarchical relationship among business commitments involving service level agreements).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include displaying a hierarchical tree of business agreement as taught by Chang et al. in order to display the parent agreements and the child agreements that are in relation to the parent agreement.

As per Claim 22, Gorur et al. discloses one or more parties of the first type are suppliers for the one or more parties of the third type (Abstract, discloses one of the parties being a provider that supplies a product or a service to a customer within a certain timeframe), and wherein the one or more parties of the second type are customers for the one or more parties of the third type (Abstract, discloses one of the parties being a customer).

4. Claims 8 and 9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533), as applied to Claim 7 above, and in further view of Israel et al. (US 2004/0210540).

As per Claim 8, the Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic is color.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties).

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include at least one characteristic being color as taught by Israel et al. in order to display the status of the agreements between the parties.

As per Claim 9, the Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic is animation.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties), but fails to disclose the characteristic being animation. It would have been an obvious matter of design choice to have the characteristic as an animation, since applicant has not disclosed that having the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Chang et al., and Israel et al. combination to include at least one characteristic being animation since such would equally display the status of the agreements between the parties.

5. Claims 10, 27, and 29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533),

as applied to Claim 7 and 21 above, and in further view of Chen et al. (US 2005/0066026).

As per Claims 10 and 27, the Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic being indicative of a violation severity, wherein different characteristics associated with said lines are indicative of corresponding different violation severities.

Chen et al. discloses a method for displaying real-time service level breach with the concept of at least one characteristic is further indicative of a violation severity, wherein the different characteristics are different colors that are indicative of corresponding different violation severities (Fig. 6A and 6B, and [0041] discloses an indicator of the severity of a service level agreement breach. The indicator uses colors to represent the severity of the breach.).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include at least one characteristic being indicative of a violation severity as taught by Chen et al. in order to aid in determining the urgency of a violation of an agreement.

As per Claim 29, the Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic being indicative of a violation severity, wherein the lines having different characteristics that are indicative of different corresponding violation severities.

Chen et al. discloses a method for displaying real-time service level breach with the concept of at least one characteristic is further indicative of a violation severity, wherein the lines having different characteristics that are indicative of different corresponding violation severities (Fig. 6A and 6B, and [0041] discloses an indicator of the severity of a service level agreement breach. The indicator uses colors to represent the severity of the breach.).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include at least one characteristic being indicative of a violation severity as taught by Chen et al. in order to aid in determining the urgency of a violation of an agreement.

6. Claims 12 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533) as applied to Claim 1 and 21 above, and in further view of Abrari et al. (7,020,869) and Chen et al. (US 2005/0066026).

Gorur et al. discloses the claimed invention. However, Gorur et al. fails to explicitly disclose displaying agreement conditions between a first party and one or more of the first and second type as one or more noncrossing groups of parallel lines in a region of a view window and the lines indicating whether a violation of a represented agreement condition has occurred as a function of time.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of indicating whether a violation has occurred (Col.4, Lines

27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include indication whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

Abrari et al. discloses a method for defining business rules with the concept of displaying agreement conditions (Abstract, discloses displaying a list of conditions, wherein the conditions are explicitly linked together), but fails to disclose the conditions being displayed as one or more noncrossing groups of parallel lines in different regions of a view window. It would have been an obvious matter of design choice to display the conditions as one or more noncrossing groups of parallel lines in different regions of a view window, since applicant has not disclosed that displaying the conditions as one or more noncrossing groups of parallel lines in different regions of a view window solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the conditions being displayed in a different matter or form.

Therefore, from the teaching of Abrari et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include displaying agreement conditions as taught by Abrari

et al. in order to display the relationship between the agreement conditions and the parties of the agreement.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations as a function of time ([0041] discloses displaying the time at which a service level agreement is breached).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Chang et al., and Abrari et al. combination to include displaying violations as a function of time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

7. Claims 13, 14,19, 25 and 26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and further in view of Chang et al. (7,313,533).

As per Claims 13 and 25, Gorur et al. discloses a method of visualizing business agreement interactions ([0078] discloses a method of using a user interface to display contracts within an organization). Gorur et al. also discloses displaying, by the computer, agreements between a first party and one or more parties in a region of a view window (Fig. 3; [0078], discloses user A having a contract (i.e. a business agreement) with user B being displayed in the left region of the user interface (i.e. view window)). However, Gorur et al. fails to explicitly disclose displaying, by the computer, agreement conditions between a first party and one or more of the first and second type as one or more noncrossing groups of parallel lines in a region of a view window and

the lines indicating whether a violation of a represented agreement condition has occurred as a function of time.

Abrari et al. discloses a method for defining business rules with the concept of displaying, by the computer, agreement conditions (Abstract, discloses displaying a list of conditions, wherein the conditions are explicitly linked together). However, Abrari et al. fails to explicitly disclose the conditions being displayed as one or more noncrossing groups of parallel lines in different regions of a view window. It would have been an obvious matter of design choice to display the conditions as one or more noncrossing groups of parallel lines in different regions of a view window, since applicant has not disclosed that displaying the conditions as one or more noncrossing groups of parallel lines in different regions of a view window solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the conditions being displayed in a different matter or form.

Therefore, from the teaching of Abrari et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include displaying agreement conditions as taught by Abrari et al. in order to display the relationship between the agreement conditions and the parties of the agreement.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of displaying, by the computer, one or more parties of a first type and one or more parties of a second type (Col. 7, Lines 24-27, discloses the parties divided into four types (P1, P2, P3, P4); and indicating whether a violation has

occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Abrari et al. combination to include indication whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

As per Claims 14 and 26, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention as applied to Claim 13 and 25, above. However, the combination fails to explicitly disclose a party being represented by a line separating the first region from the second region, and wherein the first party is a third type of party different from the first and second types. It would have been an obvious matter of design choice to have a party be represented as a line that separates the first region from the second region, since applicant has not discloses that having a party being represented as a line that separates the first region from the second region solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the party being represented in some other form and placed in some other position.

Examiner also discloses that the type of parties being displayed is considered non-functional descriptive material. The type of parties being displayed does not change the function of displaying a plurality of parties via a computer.

As per Claim 19, Gorur et al. discloses one or more parties of the first type are suppliers of the first party (Abstract, discloses one of the parties being a provider that supplies a product or a service to a customer within a certain timeframe), and wherein parties of the second type are customers of the first party (Abstract, discloses one of the parties being a customer).

8. Claim 15 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Israel et al. (US 2004/0210540).

The Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic being color.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties).

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include at least one characteristic being color as taught by Israel et al. in order to display the status of the agreements between the parties.

9. Claims 16 and 30 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et

al. (7,313,533), as applied to Claim 13 and 25 above, and in further view of Chen et al. (US 2005/0066026).

As per Claim 16, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose using animation to show a violation occurrence sequence over time.

It would have been an obvious matter of design choice to have the characteristic as an animation, since applicant has not disclosed that having the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations occurrence sequence over time ([0041] discloses displaying the time at which a service level agreement is breached).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include displaying violations occurrence sequence over time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

As per Claim 30, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to wherein the lines having different characteristics are indicative of different corresponding violation severities.

Chen et al. discloses a method for displaying real-time service level breach with the concept of at least one characteristic is further indicative of a violation severity, wherein the lines having different characteristics that are indicative of different corresponding violation severities (Fig. 6A and 6B, and [0041] discloses an indicator of the severity of a service level agreement breach. The indicator uses colors to represent the severity of the breach.).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include at least one characteristic being indicative of a violation severity as taught by Chen et al. in order to aid in determining the urgency of a violation of an agreement.

10. Claims 17, 18, 20, and 28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Chen et al. (US 2005/0066026).

As per Claims 17 and 28, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose indication the violation severity.

Chen et al. discloses a method for displaying real-time service level breach with the concept of at least one characteristic is further indicative of a violation severity, wherein different characteristics are different colors associated with said lines are indicative of corresponding different violation severities (Fig. 6A and 6B, and [0041]

discloses an indicator of the severity of a service level agreement breach. The indicator uses colors to represent the severity of the breach.).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include at least one characteristic being indicative of a violation severity as taught by Chen et al. in order to aid in determining the urgency of a violation of an agreement.

As per Claim 18, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose changing the view window as a function of time to display time sequence of violations.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations occurrence sequence over time ([0041] discloses displaying the time at which a service level agreement is breached). However, Chen et al. fails to explicitly disclose changing the view window as a function time. It would have been an obvious matter of design choice to change the view window in order to indicate a time sequence of violations, since applicant has not disclosed that changing the view window solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the time sequence of violations being indicated in some other form or manner.

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include displaying violations occurrence

sequence over time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

As per Claim 20, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose the agreement conditions being shown as a time series to indicate an order in which violations occur.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying the time at which violations occur ([0041] discloses displaying the time at which a service level agreement is breached). However, Chen et al. fails to explicitly disclose the time of the agreement condition violations being displayed as a time series. It would have been an obvious matter of design choice to have the violations be displayed as a time series, since applicant has not disclosed that having the violations displayed as a time series solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the violations being displayed in a different manner.

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include displaying agreement conditions violations as a time series to indicate an order in which violations occur as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

Response to Arguments

11. Applicant's arguments filed May 12, 2009 have been fully considered but they are not persuasive.

Rejection 103(a) Over Gorur et al. in view of Chang et al.

As per Claims 1-3, 6, 11, 21, and 22, Applicant asserts that the Gorur et al. and Chang et al. combination fails to explicitly disclose business agreements wherein there are three types of parties. However, Chang et al. discloses business agreements between three types of parties (Col. 5, Line 57-Col. 6, Lines 33, discloses forming business agreements amongst a plurality of types of business entities such as service providers, service consumers, and internal departments. Fig. 1; Col. 7, Lines 24-27, discloses the parties divided into four types (P1, P2, P3, P4)). Examiner asserts that it would have been obvious to modify the displaying of business agreements of Gorur et al. to include business agreements involving three types of parties as taught by Chang et al. in order to aid in visualizing business agreement relationships amongst any number of parties involved in the agreement.

Examiner also asserts that the type of party being displayed does not change the function of a plurality of parties having business agreements with one another being displayed in a view window. Examiner asserts that Gorur et al. is fully capable of displaying parties of a plurality of types that enter into agreements with one another. Examiner asserts that applicant has failed to provide reasoning on how the function of displaying a plurality of parties having business agreements with one another is affected by the type of parties that are being displayed.

In response to applicant's argument that the examiner's conclusion of obviousness is based upon improper hindsight reasoning, it must be recognized that any judgment on obviousness is in a sense necessarily a reconstruction based upon hindsight reasoning. But so long as it takes into account only knowledge which was within the level of ordinary skill at the time the claimed invention was made, and does not include knowledge gleaned only from the applicant's disclosure, such a reconstruction is proper. See *In re McLaughlin*, 443 F.2d 1392, 170 USPQ 209 (CCPA 1971).

As per Claim 4, Applicant argues that neither Gorur et al. nor Chang et al. discloses the first region is an arc circle, and the second region is an opposing arc of the circle.

Examiner asserts that having the first region as an arc of a circle and the second region as an opposing arc of the circle is an obvious matter of design choice. The regions being represented in arc form fails to solve any stated problem nor is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form, such as the form disclosed in Gorur et al. (via Fig. 3

Examiner asserts that applicant has failed to provide any reasoning on how displaying parties of three types in arc form is beneficial over displaying parties of three types in any other form. Applicant has failed to provide any reasoning on how depicting the region as an arc of a circle solves any problem versus using any other form of graphics to depict a plurality of regions.

As per Claim 5, Applicant argues that neither Gorur et al. nor Chang et al. discloses the third region being a circle diameter that separates the first and second regions.

Examiner asserts that Gorur et al. discloses a third region (i.e. middle region) that separates the first region (i.e. left region) and the second region (i.e. right region) of a view window (via Fig. 3). However, Gorur et al. fails to disclose the third region being depicted as a circle diameter. Examiner asserts that having the third region as a circle diameter is an obvious matter of design choice. The third region being a circle diameter fails to solve any stated problem nor is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form, such as the form disclosed in Gorur et al. (via Fig. 3). Applicant has failed to provide any reasoning on how displaying the third region as a circle diameter is beneficial over displaying parties of three types in any other form.

As per Claims 7 and 23, Applicant argues that neither Gorur et al. nor Chang et al. discloses the lines being displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred.

Examiner asserts that Gorur et al. discloses displaying lines as an indication of an agreement between parties (via Fig. 3). Chang et al. discloses providing an indication of whether a violation of an agreement has occurred (Col. 4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include indicating

whether an violation of agreement has occurred of Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

Examiner also asserts that the use of lines to depict a violation of an agreement is considered an obvious matter of design choice. Examiner asserts that the use of lines to depict a violation of an agreement fails to solve any stated problem nor is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form such as the form disclosed in Chang et al.

Rejection Under 103(a) Over Gorur et al. in view of Chang et al. and in further view of Israel et al.

As per Claim 8, Applicant argues that the Gorur et al., Chang et al., and Israel et al. combination fails to disclose displaying lines with a color indicative of whether a violation of a corresponding agreement has occurred, as required by Claim 8.

Examiner asserts that Gorur et al. discloses displaying lines as an indication of an agreement between parties (via Fig. 3). Israel et al. discloses color being a characteristic of the status of a dispute between parties ([0198]). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include color being a characteristic of a status of an agreement (i.e. where a violation of an agreement is a form of a status of an agreement) as taught by Israel et al. in order to aid in displaying the status of the agreements between the parties.

As per Claim 9, Applicant argues that the Gorur et al., Chang et al., and Israel et al. combination fails to disclose at least one characteristic of a violation of a corresponding one of the agreements has occurred being animation, as required by Claim 9.

Examiner asserts that Gorur et al. discloses displaying lines as an indication of an agreement between parties (via Fig. 3). Chang et al. discloses providing an indication of whether a violation of an agreement has occurred (Col. 4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include indicating whether an violation of agreement has occurred of Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

Examiner asserts having the indication of a violation of an agreement being animated is an obvious matter of design choice. Applicant has failed to disclose any reasoning of how the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

Rejection Under 103(a) Over Gorur et al. in view of Chang et al. and in further view of Abrari et al. and Chen et al.

As per Claims 12 and 24, Applicant argues that the Gorur et al., Chang et al., Abrari et al., and Chen et al. combination fails to disclose displaying agreement conditions as parallel lines in a window region; and changing one or more of the parallel lines as a function of time to display violations as a function of time, as required by Claims 12 and 24.

Examiner asserts that Gorur et al. discloses displaying agreements between one or more parties in different window regions, wherein the lines are used to indicate the agreements made between a plurality of parties (Fig. 3; [0078]), as stated above. Abrari et al. discloses displaying agreement conditions (Abstract, via displaying conditions). Examiner asserts that it would have been an obvious matter of design choice to display the conditions as one or more noncrossing groups of parallel lines in the different regions of the view window of Gorur et al., since the appellant has not discloses that displaying the conditions as one or more noncrossing groups of parallel lines in different regions of a view window solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the conditions being displayed in a different matter of form.

Examiner also asserts that Chen et al. discloses displaying violations of an agreement as a function of time ([0041] discloses displaying the date and time in which a breach has occurred pertaining to a service level agreement). Examiner asserts it would have been obvious to modify the display of business agreements between parties, wherein lines indicate the agreement between parties of Gorur et al. to include

displaying violations of an agreement as a function of time as taught in Chen et al. in order to notify a user as to when a breach of an agreement has occurred.

Rejection Under 103(a) Over Gorur et al. in view of Abrari et al. and in further view of Chang et al.

As per Claims 13, 14, 19, 25, and 26, Applicant argues that the Gorur et al., Abrari et al., and Chang et al. combination fails to disclose "wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred", as required by Claims 13, 14, 19, 25, and 26.

Examiner asserts that Gorur et al. discloses displaying agreements between one or more parties in different window regions, wherein the lines are used to indicate the agreements made between a plurality of parties (Fig. 3; [0078]), as stated above.

Chang et al. discloses providing an indication of whether a violation of an agreement has occurred (Col. 4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include indicating whether an violation of agreement has occurred of Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

Rejection Under 103(a) Over Gorur et al. in view of Abrari et al. and in further view of Chang et al. and Israel et al.

As per Claim 15, Applicant argues that the Gorur et al., Abrari et al., Chang et al., and Israel et al. combination fails to disclose displaying lines with a color indicative of whether a violation of a corresponding agreement has occurred.

Examiner asserts that Gorur et al. discloses displaying lines as an indication of an agreement between parties (via Fig. 3). Israel et al. discloses color being a characteristic of the status of a dispute between parties ([0198]). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include color being a characteristic of a status (i.e. where a violation of an agreement is a form of a status of an agreement) as taught by Israel et al. in order to aid in displaying the status of the agreements between the parties.

Rejection Under 103(a) Over Gorur et al. in view of Abrari et al. and in further view of Chang et al. and Chen et al.

As per Claim 16, Applicant argues that the Gorur et al., Abrari et al., Chang et al., and Chen et al. combination fails to disclose "displaying actions are animated to show a violation occurrence sequence over time".

Examiner asserts that Gorur et al. discloses displaying lines as an indication of an agreement between parties (via Fig. 3). Chang et al. discloses providing an indication of whether a violation of an agreement has occurred (Col. 4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated

with the business commitment). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include indicating whether an violation of agreement has occurred of Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

Examiner asserts having the indication of a violation of an agreement being animated is an obvious matter of design choice. Applicant has failed to disclose any reasoning of how the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

In response to applicant's argument that the examiner's conclusion of obviousness is based upon improper hindsight reasoning, it must be recognized that any judgment on obviousness is in a sense necessarily a reconstruction based upon hindsight reasoning. But so long as it takes into account only knowledge which was within the level of ordinary skill at the time the claimed invention was made, and does not include knowledge gleaned only from the applicant's disclosure, such a reconstruction is proper. See *In re McLaughlin*, 443 F.2d 1392, 170 USPQ 209 (CCPA 1971).

Conclusion

12. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP

§ 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

13. Any inquiry concerning this communication or earlier communications from the examiner should be directed to FONYA LONG whose telephone number is (571)270-5096. The examiner can normally be reached on Mon-Thurs. 7:30am-6pm EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Janice Mooneyham can be reached on (571) 272-6805. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/F. L./
Examiner, Art Unit 3689

/Janice A. Mooneyham/
Supervisory Patent Examiner, Art Unit 3689